

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

MICHAEL SCHMIDT, an individual, and) CASE NO. 2:12-cv-01773-JCM-PAL
ADRIA SCHMIDT, an individual, JAMES)
MCFARLANE, an individual, on behalf of)
themselves and those similarly situated;)
Plaintiffs,)
vs.)
RED ROCK FINANCIAL SERVICES, LLC, a)
Delaware limited liability company,)
Defendant.)

)

FINAL JUDGMENT

IT IS HEREBY ADJUDGED AND DECREED PURSUANT TO FEDERAL RULE OF
CIVIL PROCEDURE 58 THAT:

1. The settlement of this class action on the terms set forth in the Parties' Settlement Agreement and the Parties Joint Motion for Final Approval of Class Action Settlement, filed with this Court on May 19, 2014 (Doc. No. 4) is finally approved, and the following class is granted final certification for settlement purposes only under Fed. R. Civ. P. 23(a) and (b)(3): all consumers with Nevada addresses who were sent collection letter(s) by Red Rock between October 11, 2011 and the effective date of the Settlement Agreement in a form materially identical or substantially similar to the letters attached to the Joint Motion for Preliminary Certification of the Class and Approval of the Class Action Settlement as Exhibits "1" and/or "2."

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1 2. The Court finds that only those individuals specifically listed in Exhibit “1,”
 2 attached hereto, and no other member of the Class, have submitted timely and valid requests for
 3 exclusion from the Class and therefore are not bound by this Final Order and accompanying
 4 Final Judgment. All other members of the Class are bound by the terms and conditions of the
 5 Settlement Agreement, this Final Judgment and accompanying Final Order.

6 3. The Court finds that the dissemination of the Settlement Notice and the
 7 establishment of a webpage containing settlement-related materials, implemented pursuant to the
 8 Settlement Agreement and this Court’s Preliminary Approval Order :

9 (i) was implemented in accordance with the Preliminary Approval Order;
 10 (ii) constituted the best practicable notice to Class Members under the circumstances;
 11 (iii) constituted notice that was reasonably calculated, under the circumstances, to apprise
 12 Class Members (a) of the effect of the Settlement (including the Releases provided for therein),
 13 (b) of Class Counsel’s motion for an award of attorneys’ fees, incentive award to the Settlement
 14 Class Representatives, and reimbursement of litigation expenses, (c) of their right to object to
 15 any aspect of the Settlement, (d) of their right to opt in to the Class or opt out of the class, (e) of
 16 their right to appear at the Fairness Hearing, and (f) of the binding effect of the Orders and
 17 Judgment in this action, whether favorable or unfavorable, on all persons who did not request
 18 exclusion from the Class;

19 (iv) constituted due, adequate and sufficient notice to all persons entitled to receive notice
 20 of the proposed Settlement; and

21 (v) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure.

22 4. The claims in *Michael Schmidt, et al. v. Red Rock Financial Services, LLC*, Case
 23 No. 2:12-cv-01773-JCM-PAL (the “Action”) are dismissed on the merits and with prejudice
 24 according to the terms (including the Release) set forth in the Parties’ Settlement Agreement and
 25 in the Court’s Final Order Approving Class Action Settlement (the “Final Approval Order”).

26 5. The terms of the Settlement Agreement and of this Judgment shall be forever
 27 binding on the Settlement Class Representatives, all other Class Members (regardless of whether
 28 any individual Class Members timely submitted a Claim Form or sought or obtained a

1 distribution from the Settlement Fund) and Red Rock, as well as their respective heirs, executors,
 2 administrators, predecessors, successors, affiliate and assigns. The Persons listed on Exhibit 1
 3 hereto are excluded from the Class pursuant to request and are not bound by the terms of the
 4 Settlement Agreement or this Judgment.

5 6. The releases as set forth in paragraph 13 of the Settlement Agreement, together
 6 with the definitions contained in paragraph 2 of the Settlement Agreement relating thereto, are
 7 expressly incorporated herein in all respects. Accordingly, this Court orders that:

8 a) Without further action by anyone, and subject to paragraph 7 below, upon the
 9 Effective Date of the Settlement, Settlement Class Representatives and each of the other Class
 10 Members, on behalf of themselves, their heirs, executors, administrators, predecessors,
 11 successor, affiliates and assigns, shall be deemed to have, and by operation of law and of this
 12 Judgment shall have, fully, finally, and forever compromised, settled, released, resolved,
 13 relinquished, waived, discharged and dismissed each and every claim against Red Rock and each
 14 of its predecessors, successors, subsidiaries, parent companies, affiliates, assigns, agents,
 15 directors, officers, employees, representatives, trustees, beneficiaries, attorneys, associates,
 16 including but not limited to Red Rock Financial Services, LLC, First Service Residential,
 17 Nevada, LLC, f/k/a RMI Management, LLC, and the other Released Parties and shall forever be
 18 enjoined from prosecuting any and all of the claims against Red Rock or any of the
 19 aforementioned affiliated entities. This Release shall not apply to any person listed on Exhibit 1
 20 hereto.

21 b) Without further action by anyone, and subject to paragraph 7 below, upon the
 22 Effective Date of the Settlement, Red Rock, on behalf of itself, its heirs, executors,
 23 administrators, predecessors, successor, affiliates and assigns, shall be deemed to have, and by
 24 operation of law and of this Judgment shall have, fully, finally, and forever compromised,
 25 settled, released, resolved, relinquished, waived, discharged and dismissed each and every claim,
 26 whether known or unknown, suspected or unsuspected, which now exist, hereinafter may exist,
 27 or heretofore may have existed against the Settlement Class Representatives or the other Class
 28 Members. This Release shall not apply to any Person listed in Exhibit 1 hereto.

1 7. Notwithstanding paragraph 10(a) and (b) above, nothing in this Judgment shall
2 bar any action by any of the Parties to enforce or effectuate the terms of the Settlement
3 Agreement or this Judgment.

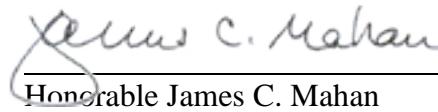
4 8. In addition, the Court hereby grants Plaintiffs' Motion for Attorney Fees and
5 Costs, and orders Red Rock to pay Plaintiffs and Class Counsel fifty-five thousand three hundred
6 dollars (\$55,345.00) in attorney fees. The Court finds that Class Counsel's requested fees are
7 reasonable and are based upon the actual time expended by Class Counsel in the litigation of this
8 matter. In addition, the Court Orders Red Rock to pay Plaintiffs and Class Counsel their actual
9 costs incurred this matter in the amount of six thousand four hundred eighty-three dollars and
10 twenty cents (\$6,483.20) pursuant to Plaintiffs' Bill of Costs.

11 9. Pursuant to the terms of the Parties' Settlement Agreement and Plaintiffs' Motion,
12 the Court also orders Red Rock to pay, in addition to the Settlement Fund described above,
13 Incentive Awards to the Settlement Class Representatives in the amounts of three thousand
14 dollars (\$3,000.00) for Michael Schmidt, three thousand dollars (\$3,000.00) for Adria Schmidt,
15 and four thousand five hundred dollars (\$4,500.00) for James McFarlane. The Court finds that
16 these amounts are reasonable and appropriate based upon the services the Settlement Class
17 Representatives provided in litigating this matter.

18 10. There is no just reason to delay the entry of this Judgment as a final judgment in
19 this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this
20 Final Judgment in this Action.

21 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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24 Date: July 29, 2014



Honorable James C. Mahan
United States District Judge

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1 **EXHIBIT 1**

2 **Persons Excluded from the Class Pursuant to Request**

- 3
- 4 1. Michael Negel
5 Hohemsalzaer St.
6 Munich, Germany 81929
- 7 2. Venice Bagalso
8 203 Ridgeview Circle
9 Glenshaw, PA 15116
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1 CERTIFICATE OF SERVICE

2 I HEREBY CERTIFY that on the 25th day of July, 2014, a copy of the foregoing
3 [PROPOSED] FINAL JUDGMENET was filed electronically. Notice of this filing will be
4 sent by operation of the Court's electronic filing system to all parties indicated on the electronic
5 filing receipt. All other parties will be served by regular U.S. Mail. Parties may access this filing
6 through the Court's electronic filing system.

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8 An employee of Gordon & Rees LLP